To

The Administrator
Maitri Nagar Cooperative Group Housing Society Ltd.
Plot No.29, Sector-9, Rohini,
Delhi-110085

Ref: Letter No.F47/392/GH/NW/RCS/2013/2000 DATED 03.07.2013 and the inter-se seniority list enclosed with the said letter issued under signatures of Shri B.K. Puri, Assistant Registrar (NW-II), Office of RCS, Parliament Street, New Delhi-110001 inviting objections against the said inter-se seniority list.

Sub: Objections against the entry at serial No.18 (Membership No.26) in seniority list of the members of Maitri Nagar CGHS Ltd dated 03.07.2013 displayed on notice board of the society.

Sir,

We came across the above said seniority list dated 03.07.2013. We were shocked and surprised to see that at serial No. 18 (Membership No.26), name of Shri Madan Lal Aggarwal son of Shri Mange Ram Aggarwal has been mentioned whereas membership No.26 of the society belongs to Saroj Goyal wife of Shri Ram Kishan Goyal.

It is submitted that a Flat bearing No.11 was allotted to said Smt. Saroj Goyal by the Society and we are bonafide purchasers of the said flat. We have purchased the said flat from Smt. Saroj Goyal on 18.11.1999 on payment of valuable sale consideration by way of a Registered General Power of Attorney, Agreement to Sell, Registered WILL and Receipt dated 18.11.1999. The said Smt. Saroj Goyal on 18.11.1999 also handed over the actual physical possession of the said property to us. The copy of Registered General Power of Attorney, Agreement to Sell, Registered WILL and Receipt dated 18.11.1999 executed by Smt. Saroj Goyal in our favour are enclosed with this letter.
The said Smt. Saroj Goyal is a bonafide member of Society having 51 shares of Rs.100/- each having share certificate Nos.6811 to 6861 of the society. The copy of the share certificates of Smt. Saroj Goyal is enclosed. The said Smt. Saroj Goyal was allotted the Flat bearing no.11 and the payment in respect of the construction of the said flat was made by Smt. Saroj Goyal. The receipts of the payments made/the copies of the cheques/bank drafts paid by Smt. Saroj Goyal are enclosed with this letter. On payment of the entire amount a No Dues Certificate dated 11.05.1991 was issued by the Society in favour of Smt. Saroj Goyal. The copy of the said No Dues Certificate is enclosed. Thereafter, the possession of the flat No.11 against valid membership of Smt. Suresh Goyal bearing No.26 was given. The copy of the possession letter is enclosed. From the date of possession of said Flat Smt. Saroj Goyal was in possession till the time it was sold to us. The house tax of the said flat was also assessed in the name of Smt. Saroj Goyal by the MCD since from the date of possession. And electricity meter was also installed in the name of Smt. Saroj Goyal. The copy of House Tax receipts and the receipt of DESU regarding grant of connection in the name of Smt. Saroj Goyal is enclosed with this letter.

It is pertinent to mention here that after purchase of the aforesaid flat, we being GPA holder of the Flat No.11, had applied for grant of membership of the Society and had deposited sum of Rs.5,710/- with the Society on 12.03.2007 and submitted requisite documents and affidavits to the society. The said amount was duly accepted by the society and no refusal for admission as member of the society was ever communicated by the Managing Committee of the Society to us. Meaning thereby we became member of the Society after expiry of 30 days from the date of submission of the application. The copy of the receipt of deposit of Rs.5,700/- on 12.03.2007 and the copy of application submitted to the society for membership are enclosed.
Therefore, the name of Shri Madan Lal Aggarwal appearing at Serial No.18 (Membership No.26) in the seniority list dated 03.07.2013 is totally incorrect. It seems that the said name has come in the list inadvertently, whereas, against the said membership No.26 name of Rakesh Kumar i.e. first applicant from us should appear.

You are therefore requested to correct the records in the above said seniority list dated 03.07.2013 and delete the name of Shri Madan Lal Aggarwal from the serial number No.18 (membership No.26) and in place of name of Shri Madan Lal Aggarwal, name of Rakesh Kumar should be entered.

It is further submitted that incase the process of our admission as member of the society was not completed for any reasons though, even non-completion of the said process, will be lacuna on the part of the society still at least name of Smt. Saroj Goyal should appear at serial No.18 (Membership No.26). You are therefore requested to correct the said list immediately.

Thanking You

Yours faithfully

Rakesh Kumar

Bimal Kumar

Both sons of Shri Lajpat Rai
R/o Flat No.11, Maitri CGHS Ltd.
Plot No.29, Sector-9, Rohini,
Delhi-110085.
Registrar Co-operative Society, Old Court Building, Parliament Street, New Delhi-110001.

Shri B.K. Puri, Assistant Registrar (NW-II), Office of the Registrar Co-operative Societies, Old Court Building, Parliament Street, New Delhi-110001.

.............................. for similar action.

List of Enclosures:-

(i) Copy of Registered General Power of Attorney, Agreement to Sell, Registered WILL and Receipt dated 18.11.1999 executed by Smt. Saroj Goyal in favour of applicants.

(ii) Copy of the share certificates of Smt. Saroj Goyal

(iii) Copy of receipts of the payments made/the copies of the cheques/bank drafts paid by Smt. Saroj Goyal to the Society.

(iv) Copy of No Dues Certificate given by Society to Smt. Saroj Goyal.

(v) Copy of possession letter in respect of above said flat given by Society in favour of Smt. Saroj Goyal.

(vi) Copy of House Tax receipts in the name of Smt. Saroj Goyal in respect of above said flat.

(vii) Copy of Receipt of DESU regarding grant of connection in the name of Smt. Saroj Goyal in respect of above said flat.

(viii) Copy of the receipt of deposit of Rs.5,700/- on 12.03.2007 and the copy of application submitted to the society for membership.
KNOW ALL MEN BY THESE PRESENTS THAT I, SAROJ GOYAL W/O SHRI KISHAN GOYAL R/O B-IX-1223, RUPA MISTRY STREET, NEAR JAIN DHARAM SHALA, LUDHIANA, do hereby appoint, nominate and constitute (1) SHRI RAJESH KUMAR AND (2) SHRI BIMAL KUMAR both sons of SHRI LAVPAT RAI both R/O A-17, NEW INDIA APARTMENTS, SECTOR-9, ROHINI, DELHI-85, as my true and lawful General power of attorney, to do the following acts, deeds and things for me, in my name and on my behalf (either jointly or severally) in respect of HIG FLAT NO.11, ON FIRST FLOOR, VIDE MEMBERSHIP NO.026-B, SHOWN IN THE LAYOUT PLAN OF MAITRI NAGAR CO-OP. LTD., KNOWN AS MAITRI APARTMENTS, PLOT NO.29, SECTOR-9, ROHINI, DELHI-85, hereinafter called the said property.

CONTD....2/P...
1. To manage, control, look after and supervise my/our aforesaid property in any manner as my/our attorney fit and proper.

2. To deposit lease money and all kind of money/dues and demands/installments if any to the concerned authorities.

3. To enter into any kinds of agreement including an agreement to sell/mortgage/assignment with any person, receive consideration in his/her name, issue receipt thereof.

4. To apply to the appropriate authority for grant of sale permission, to transfer the said property, to sign and verify/file all kinds of applications, affidavits, make statements and get the permissions letter with his/her own signatures and to obtain the such permission(s) from any authority, like DDA/MCD/NDMC/LA/Courts etc. etc.

5. To obtain the possession or to transfer or to sell exchange or give on lease the said property to any one, and to receive the consideration and also to execute proper sale deed and get Registered the same with the office of concerned Sub-Registrar Delhi and to receive the consideration, if any and to execute affidavit, declarations and other forms relating to declaration and admit the execution of the sale deeds.

6. To hand over the vacant physical peaceful possession of the said property to the purchaser along with the original deeds and documents relating to abovesaid Property.

7. To admit to the receipt of the consideration money before the registering Authority and give effectual receipt thereof.

8. To apply to the Municipal Corporation of Delhi/DDA or any other local Authority in place for issue of completion certificate for any addition/alternation/renovation etc. and give the effectual receipt.

9. To apply the authorities concerned for material required for such additional construction or apply to M.C.D./N.D.M.C./D.D.A./L.A./Clearance & Competent Authority for any kind of sanction or permission with regard to the aforesaid property if required.

Contd... p3
10. To sign, verify, swear and affirm on oath or without oath any affidavit, declaration, undertaking, bond, plaint, petition, review, revision, appeal, reference, paper, document etc. as per requirement in respect of abovesaid property.

11. To initiate, institute, join, contest, compromise, refer, withdraw and/or to compound any case, suit, appeal, revision, review reference, proceedings, application, and/revision, matter in any court, office, authority, society, local body, State Government, Patwari, Company, Corporation, Committee, Arbitrator, person, Central Government, Tehsildar, including Delhi Administration or its subordinate offices, as may be deemed fit and proper by any attorney.

12. To receive money, rents, lease amounts, damages, compensation with regard to the said property.

13. To make, present, prosecute or refund all legal proceedings touching any matters in which my attorney deems fit and proper for the better interest of the property and thought fit to compromise, refer to arbitration or withdraw any such proceedings aforesaid.


15. To appoint, nominate and constitute further attorney/attorneys and vest him/them with any or all powers mentioned in this Deed.

16. To make construct, demolish, reconstruct, additions, alterations as per the building law, bye-laws of DDA/NDMCMCD and to deposit any tax, ground rent, lease money, house tax, fire tax, scavenging charges or any levy/penalty, interest whatsoever with regard to the said property.

Contd....p4.
17. To apply and take certified copy of any document, paper, order, decree, judgment, certificate etc. from any Court/office and for this purpose to deposit any money, sum or charges in the concerned Department.

18. To get the House Tax, assessed from the concerned department, file objection and get the case decided from the competent authority/appellate Court and further to deposit the same in the concerned department and obtain receipt there of.

19. To appoint any pleader, advocate, counsel, etc. and authorise him to represent me before any court, authority, officer, person, body, society, company, corporation, arbitrator, Registrar of Coop. Societies, Coop. Tribunal, Tehsildar, Patwari etc.

20. To get the property converted from lease-hold to freehold and for this purpose to deposit any payment, charge, unearned increase or any other demand in the office of concerned department and further to sign and execute any affidavit, declaration, undertaking, bond deed etc. as per requirement.

21. That the said attorney is duly authorized to create equitable mortgage against the deposit of the title deed of the abovesaid property which I/We have handed over to my/our said attorney in execution and in due compliance of the present power of attorney.

22. To apply and obtain from the concerned office/offices, No objection certificate(s), Income Tax Clearance Certificate, Sale Permission under Urban Land (C&R) Act, 1976, and/or any other concerned permission, which any be required for the Registration of transfer Deed(s) under various laws.

Contd...p/5...
23. To file any recovery, compensation, damage suit(s) against any person, body institution, authority and receive such damages, claim etc. in his name and if required to issue receipt.

24. To sign and issue any Indemnity Bond, Undertaking Guarantee Bond regarding my abovesaid property.

25. That this General Power of attorney is revocable and none of my legal representatives, Administrators, successors, executors etc. shall have any sort of right, whatsoever, to challenge the abovesaid power of attorney, which I have executed out of my own free will and without any threat, pressure or coercion or undue influence from any quarter, whatsoever.

26. To deposit for water, electric power consumption charges against all such supply in the property aforesaid and to claim at any stage for the excess refund if required from corporation authority/D.D.A./Courts or refund of any security of meters of charges deposits etc. etc.

27. The receipts is issued by the said attorney will be deemed to have been authentically issued by me in all respect in connection with my said property.

28. To apply and get converted the said property from leasehold rights into freehold rights from the office of DDA/L&D.O. etc.

29. AND GENERALLY TO DO AND PERFORM ALL ACTS, DEEDS AND THINGS which are incidental to or connected with the above mentioned powers and/or which may be deemed necessary by my abovesaid attorney or which may be required to be done in the circumstances in respect of my abovesaid property; AND ALL ACTS, DEEDS AND THINGS
Done by my said attorney or caused to be done, shall be effective and binding on me, as
if the same would have been done by me personally.

I/We hereby undertake to ratify and confirm that all acts, deeds and things
lawfully done or caused to be done by my said Attorney regarding the said property
only as mentioned above, shall be construed as acts, deeds and things done by myself as
if I am personally present and the same shall be binding on me in all respect.

IN WITNESS WHEREOF, I/We have signed this General Power of Attorney
at Delhi, on ...12.05.58... in the presence of the following witnesses:

PLACE: DELHI

WITNESSES:

1. [Signature]
   [Name]
   [Address]

2. [Signature]
   [Name]
   [Address]

EXECUTANT/S.

[Signature]
[Name]
[Address]
This Will is made at Delhi on 14th September 2021, by SARIJ GOYAL WIDowed by Shri RAM KISHAN GOYAL R/O No.-1232, RUPA, MAHATMA GANDHI STREET, NEAR JAIN DHARAM SALA, LUDHIANA, hereinafter called the Testator in favour of (1) SHRI RAHUL KUMAR and (2) SHRI JAYANT KUMAR BOTH SONS OF SHRI LAXMI RAI BOTH R/O A-17, NEW INDIA APARTMENTS, SECTOR-9, ROHINI, DELHI-85, hereinafter called the Executor, in No.324-A, SHOWN IN THE LAYOUT PLAN OF MAHATMA GANDHI APARTMENTS, PLOT NO.29, SECTOR-9, ROHINI, DELHI-85, hereinafter called the Property.

Whereas the Testator willingly makes this will that after his/her demise, his/her rights, interests, liens and tittles in the said property and the land beneath the same be acquired, possessed and inherited by the Executor who may then get the same mutated and transferred in his/her own name as owner on the records of the other concerned authorities on the basis of this will.

If the Executor predeceases me, my rights, interests, liens and tittles in the said property and the land beneath the same be acquired, possessed and inherited by the heirs of the Executor who may then get the same mutated and transferred in their own name as owner on the records of the other concerned authorities on the basis of this will, without any objection from other heirs of the testator and if any objection raised by them in any manner whatsoever, be treated as null and void.

And whereas the Testator further declares that this is his/her first and last will in respect of the said property, and has been executed by his/her own consent without any force, fraud, coercion or allurement from any corner whatsoever, while in position of sound health and disposing mind.

Accordingly, I declare him/her/them as my sole beneficiary and legatee of my this will, for the aforesaid property and I hereby appointed and constitute him/her/them as my sole Executor of this will who will be entitled to obtain probate without being required to furnish any security.

IN WITNESS WHEREOF, I the Testator have put my hands on this will in the presence of the following witnesses, on the day, month and year hereinafter first mentioned.

PLACE: DELHI

WITNESSES:

1. SARIJ GOYAL
   Testator

2. Shri Ram Kishan Goyal
   Advocate
   R/O A-17, New India Apartments, Sector-9, Rohini, Delhi-85

3. Shri Ramesh Chandra
   Advocate
   R/O 80, A-17, Rohini, Delhi-85

4. Shri. Anil Aggarwal
   Advocate
   R/O 30, A-17, Rohini, Delhi-85

5. Advocate
   R/O Flat No. 20, A-17, Rohini, Delhi-85
Received a sum of Rs.4,00,000/- (Rupees Four Lac Only) from
(1) SHRI RAKESH KUMAR AND (2) SHRI BIMAI KUMAR BOTH SONS OF
SHRI LAKPAT RAI BOTH R/O A-17, NEW INDIA APARTMENTS, SECTOR-
9, ROHINI, DELHI-85, in respect of HIG FULT NO.11, ON FIRST
FLOOR, VIDE MEMBERSHIP NO.826-B, SHOWN IN THE LAYOUT PLAN OF
MAHRA NAGAR CO-OP. C.H.S. LTD., KNOWN AS MAHRA APARTMENTS,
PLOT NO.29, SECTOR-9, ROHINI, DELHI-85, as per details given
below:

* 1. Rs.2,00,000/- vide Demand Draft No.438066, Dtd.16.11.99,
drawn on Bank of Baroda, Naharir, Delhi, Payable at Ludhiana.

* 2. Rs.2,00,000/- vide Demand Draft No.873722, Dtd.18.11.99,
drawn on Oriental Bank of Commerce, Sec.7, Rohini, Delhi, Payable at Ludhiana.

HENCE THIS RECEIPT IS MADE AT DELHI ON 6 NOV 1999
IN PRESENCE OF
THE FOLLOWING WITNESSES.

WITNESSES:
1. Brij Kishan
2. Virender Singh

EXECUTANT
SUKH SINGH
SHRI RAM KISHAN GOYAL R/O
B-15-1222, ROY MISTRY
STREET, NEAR JAIN DHARAM
SHALA, LUDHIANA

ATTENDED
Notary Public, Delhi
18 NOV 1999
The Maitri-Nagar Co-operative Group-Housing Society Ltd.
160 STATE BANK COLONY, DELHI - 110 009.

RECEIVED with thanks from Saroj Yadav

6/26
Dated 6/3/98

Rs. 510

A sum of Rupees fifty thousand one hundred only


drawn on

on account of

Maitri, Shikoh

The Maitri-Nagar Co-operative Group-Housing Society Ltd.

*Cheque receipt valid subject to encashment of Cheque.
The Maitri-Nagar Co-operative Group-Housing Society Ltd.
SECTOR NO. 9 PLOT NO. 29, ROHINI DELHI-110034

No. 135

RECEIVED with thanks from

Dated 3/4/91

a sum of Rupees

by Cash/Draft/Chq. No. 556885

drawn on

on account of

Chq. in blank

The Maitri-Nagar Co-operative Group-Housing Society Ltd.

*Cheque receipt valid subject to encashment of Cheque.
The Maitri-Nagar Co-operative Group-Housing Society Ltd.
SECTOR NO. 9 PLOT NO. 28, ROHINI DELHI-110034

No... 136......

RECEIVED with thanks from Sanej Yadav

Dated...15-1-91

a sum of Rupees One Lakh Eighteen Thousand Five Hundred

by Cash/Drawn Cheque No... S/70827... dated... 14-3-91

drawn on...

on account of...

The Maitri-Nagar Co-operative Group-Housing Society Ltd.

*Cheque receipt valid Subject to encashment of Cheque.
NO DUES CERTIFICATE

This is to confirm that Shri/Smt. [Name] is a member (Membership No. [No.]) of the Society namely Maitri Nagar Co-operative Group Housing Society Ltd. and has been issued share Certificate numbered [No.] dated [Date].

He/She has paid in full the cost of the Flat allotted to him/her bearing No. [No.] measuring on Area [Area] in 4 storeyed building/multi-storeyed building to the Society. No other dues of Society are outstanding against him/her as on date in relation to the said flat, and He/She has not availed of any loan from the Society.

Dated: [Date]

[Signature] President

[Stamp]
Certified that the possession of Flat No. 11

was allotted to Smt. S. S. Goyal

in a multi-storeyed building/multistory building of Maitri Nagar Co-operative Group Housing Society Ltd., situated at Plot No. 29, Sector IX, Rohini, Delhi from the Society.

He/She is entitled to obtain Electric and Water connection in his/her own name.

Taken over

Saroj Goyal

ALLOTTEE.

for Maitri Nagar Co-op G/H Society Ltd.

President

[Stamp]
The Maitri-Nagar Co-operative Group-Housing Society Ltd.
Regd. Cff. : Plot No. 29, Sector-9, Rohini, Delhi-85
No. 856
Dated 19-12-79

Received with thanks from Fish on 12

the sum of Rupees

by Cash/Cheque/Draft No. 329844
Dated 11-3-07

Drawn on... Branch, D.dising Bank, Rohini

on account of... (Signature)

Rs. 5710

For The Maitri-Nagar Co-operative Group-Housing Society Ltd.

Cheque receipt valid subject to incashment of cheque
MAITRI NAGAR CO-OPERATIVE GROUP HOUSING SOCIETY LIMITED
(PLOT NO.29, SECTOR-9, ROHINI, NEW DELHI: 110085)

APPLICATION FOR MEMBERSHIP

Subject: GRANT OF SOCIETY MEMBERSHIP AS PER GAZETTE NOTIFICATION
NO. F.14 (33)/LA-2005/06/7781 DATED: 8-12-2006, ISSUED BY THE GOVT.
OF NATIONAL CAPITAL TERRITORY OF DELHI

A. Particulars of GPA Holder:
1. Name in Full: MR. RAKESH KUMAR
2. Name of the Father/Husband: LAL PAT RAI
3. Age: 42
4. Permanent Residential Address: MAITRI APARTMENT, SECTOR-9, ROHINI

B. Particulars of the Allottee:
1. Name in Full: SAROJ GOYAL
2. Name of the Father/Husband: RAM KISHAN GOYAL
3. Membership No.: 26
4. Flat No.: 11

B. Particulars of the Nominee:
1. Name in Full: MRS. VIJAYA KATH
2. Relation (with G.P.A. Holders): WIFE
3. Age: 38
4. Permanent Residential Address: MAITRI APARTMENT, SECTOR-9, ROHINI

In pursuance of the above mentioned notification, I, We, ________may kindly be granted
membership of the Society. (Maitri Nagar Co-operative Group Housing Society Limited,
Plot No: 29, Sector-9 Rohini, New Delhi: 110085)

Thanking you

Dated: 12/03/2007

Signature: RAKESH KUMAR
Name: ___________________________

FOR SOCIETY'S OFFICE USE
Membership granted/Rejected
(Hony.President/Secretary)
The President/Secretary
Maitri Nagar Co-operative group Housing Society Limited
Plot No.29, Sector-9, Rohini
New Delhi: 110085

Subject: GRANT OF SOCIETY MEMBERSHIP AS PER GAZETTE NOTIFICATION NO:F.14 (33)/LA-2005/06/7781 DATED: 8-12-2006, ISSUED BY THE GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI

Dear Sir,

Kindly refer to the Gazette Notification as mentioned above, in pursuant to the said notification, the Purchaser of the Flat on the basis of registered Power of Attorney/Registered Agreement to Sell/Registered Sale Deed can get the membership of the Society.

I, we, Keshav Kumar, S/o Din W/o Shri Las Pal had purchased Flat No. 11 in Maitri Nagar Co-operative Group Housing Society Limited, Plot No: 29, Sector-9 Rohini, New Delhi: 110085, from Shri/Smt. S.Pal, member of the society (Membership No.23.) vide G.P.A./Agreement to Sell/Sale Deed, duly registered with the office of sub Registrar of Delhi, (copy enclosed).

Please find enclosed Cheque No. 571 of dated (a date) drawn on Rs.65 in favour of “Maitri Nagar Co-operative Group Housing Society Limited” for Rupee 5,710. (i.e. Rs.500/-towards transfer fee, Rs.5100/-towards share money and Rs.110/-towards admission fee as per rules).

You are, therefore, requested to kindly grant the membership of the society in my name.

Thanking you

Yours Faithfully

[Name]
Flat No: 11, Maitri Apartment
Sector-9, Rohini, New Delhi: 85

Enclosure: Copy of G.P.A./Agreement to Sell/Sale Deed